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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
(SAN FRANCISCO DIVISION)

CHARLES GILCHRIST AND MATTHEW B. HALLINAN, in their capacities as Trustees of APARTMENT EMPLOYEES PENSION TRUST FUND, and APARTMENT EMPLOYEES WELFARE FUND,) No. CV 07-5803-CRB
Plaintiffs,)
v.)
PROFESSIONAL TECHNICAL SECURITY SERVICES, INC. (PROTECH), a Delaware Corporation,)
Defendant.)

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR DEFAULT JUDGMENT

DATE: April 4, 2008
TIME: 10:00 a.m.
COURTROOM: 8, 19th Floor

This matter came on for hearing for entry of Judgment by Default against PROFESSIONAL TECHNICAL SECURITY SERVICES, INC. (PROTECH), a Delaware Corporation, (hereinafter referred to as "Defendant") on April 4, 2009, at 10:00 a.m., in Courtroom 8, 19th Floor. Plaintiffs Charles Gilchrist and Matthew B. Hallinan, in their capacities as Trustees of Apartment Employees Pension Trust Fund, and Apartment Employees Welfare Fund were represented by Linelle S. Mogado of Weinberg, Roger & Rosenfeld; Defendant made no appearance. Having considered the pleadings and arguments in this matter, and good cause appearing, this Court finds as follows:

1 1. The Complaint in this matter was filed with this Court on November 15, 2007.

2 2. Defendant was duly served with process in this matter on November 26, 2007.

3 3. No answer or other responsive pleadings having been filed within the time
4 permitted by law, default was entered against Defendant on February 6, 2008.

5 4. The Court finds the allegations in the Complaint on file herein are true including the
6 fact that the Defendant was bound to a written Collective Bargaining Agreement with Service
7 Employees International Union, Local 1877 (the "Union"), a labor organization within the meaning
8 of the Labor Management Relations Act ("LMRA") §301, 29 U.S.C. § 185. By virtue of becoming
9 bound to the CBA, Defendant became subject to all the terms and conditions of the "Apartment
10 Employees Pension Trust" and its amendments (the "Pension Trust") and the "Agreement and
11 Declaration of Trust Between Service Employees Union Local No. 14 and Apartment Employers
12 Council of San Francisco" (establishing the Apartment Employees Welfare Fund) and its
13 amendments (the "Welfare Trust") (collectively, the "Trust Agreements"), referred to in the
14 Complaint;

15 5. Defendant owes the Trust Funds the amount set forth below based on the previous
16 audit for January 1, 2002-April 30, 2004; and

17 6. That Defendants have failed, neglected or refused to submit to an audit as sought by
18 Plaintiffs pursuant to said CBA and Trust Agreements.

19 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT** Judgment be
20 entered in favor of Plaintiffs and against Defendant as follows:

21 1. Defendant is ordered to pay delinquent contributions in the amount of \$25,351.20;

22 2. Defendant is ordered to pay interest in the amount of \$3,518.67;

23 3. Defendant is ordered to pay liquidated damages in the amount of \$2,535.19;

24 4. The Court issues an injunction directing Defendant to submit to an audit of its books
25 and records pursuant to the Trust Agreements for the period May 1, 2004 to the present;

26 5. Defendant is ordered to pay all delinquent contributions found due and owing as a
27 result of said audit of its books and records pursuant to the Trust Agreements;

6. Defendant is ordered to pay all interest found due and owing as a result of said audit of its books and records pursuant to the Trust Agreements;

7. Defendant is ordered to pay all liquidated damages found due and owing as a result of said audit of its books and records pursuant to the Trust Agreements;

8. Defendant is ordered to pay costs of audit in the amount of \$9,558.34;

9. Defendant is ordered to pay attorneys' fees in the amount of \$5,076.25;

10. Defendant is ordered to pay costs in the amount of \$638.25;

11. The Court issues an order directing and permanently enjoining Defendant to timely submit all required monthly contribution reports, contributions due and owing, plus interest and liquidated damages;

12. This Court shall retain jurisdiction of this matter to enforce the Order compelling an audit and payment of all amounts already found to be due and owing and to be found due and owing pursuant to audit.

Dated: _____

HONORABLE CHARLES R. BREYER
UNITED STATES DISTRICT COURT JUDGE

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